Sony Ericsson W518a

\$2999

\$79.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$29.99 Card After mail-in rebate

\$229.99 no commitment

Advanced Features

Social N

Social Networking



AT&T Mobile Music



Mobile Email, Texting and IM

SAVE \$29.99 on accessories when you bundle

\$9997

Includes phone, Bluetooth headset, car charger and carrying case



\$149.97 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional Card

\$99.97 After mail-in rebate

LG Neon™

\$1999

\$49.99 With 2-year contract on voice plan -\$30.00 Mail-in rebate AT&T Promotional

\$19.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$199.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



Touch Screen with Full Keyboard



2.0 MP Camera



Mobile Email, Texting and IM

Motorola Karma™

\$2999

\$79.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$29.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$229.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



AT&T World Phone



Social Networking



AT&T Navigator

Rated for Hearing Aids: M3

Pantech Impact™

\$4999

\$99.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$49.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$249.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



Full Keyboard



Mobile Email, Texting and IM



2.0 MP Camera

Rated for Hearing Aids: M3, T3

Pantech Reveal™

\$2999

\$79.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$29.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$229.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features

GP5

AT&T Navigator



AT&T Mobile Music



1.3 MP Camera

Rated for Hearing Aids: M3, T3

Samsung Flight™

\$4999

\$99.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$49.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$249.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



Touch screen and full keyboard



AT&T Navigator



Mobile Email, Texting and IM

Rated for Hearing Aids: M3, T3

Samsung Impression™

\$9999

\$149.99 With 2-year contract on voice plan -\$50.00 Mail-in rebate AT&T Promotional

\$99.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$299.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



Touch Screen with Full Keyboard



Mobile Email, Texting and IM



AT&T Navigator

Samsung Magnet™

\$1999

\$49.99 With 2-year contract on voice plan -\$30.00 Mail-in rebate AT&T Promotional

\$19.99 Card After mail-in rebate

Phone requires \$20/mo. messaging/data plan

\$199.99 no commitment

Buy any smartphone, get any 4 messaging phones FREE

Offer Applies to 2 yr. Contract Price After Mail In Rebates.

Messaging phones include full physical keyboard and closed operating system. Each messaging phone must be equal to or less than the price of the smartphone.

Advanced Features



Mobile Email, Texting and IM



Mobile Web



VGA Camera

LG Neon™ GoPhone

Includes \$50 Airtime and SIM card on select plans

\$129.99 No commitment

-\$30.00 Mail-in rebate AT&T Promotional

\$99.99 Card After mail-in rebate

Advanced Features



2.0 MP Camera



Mobile Email, Texting and IM



GoPhone

SAVE \$29.99

\$199.97





-\$30.00 Mail-in rebate AT&T Promotional Card

\$169.97 After mail-in rebate

Pantech Breeze™ GoPhone

\$14499

\$194.99 No commitment

-\$50.00 Mail-in rebate AT&T Promotional

\$144.99 Card After mail-in rebate

Advanced Features

₹e

Mobile Email, Texting and IM



VGA Camera



Rated for Hearing Aids: M3, T3

SAVE \$29.99

on accessories when you bundle

\$21497



\$264.97 No commitment

_\$50.00 Mail-in rebate AT&T Promotional Card

\$214.97 After mail-in rebate



Motorola RAZR V3 GoPhone

no commitment

Includes \$50 Airtime and SIM card on select plans

SAVE \$29.99

Includes phone, Bluetooth headset, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



VGA Camera



GoPhone

Rated for Hearing Aids: M3, T3

Nokia 2320 GoPhone

\$2999

no commitment

Includes \$15 Airtime and SIM card on select plans

Bundled with essential accessories

\$8997

Includes phone, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



Mobile Web



Nokia 2610 GoPhone

\$2999

no commitment

Includes \$15 Airtime and SIM card on select plans

Bundled with essential accessories

\$8997

Includes phone, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



Mobile Web



Nokia 2660 GoPhone

\$3999

no commitment

Includes \$15 Airtime and SIM card on select plans

SAVE \$29.99 on accessories when you bundle \$1097

Includes phone, Bluetooth headset, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



Bluetooth



Nokia 2680 GoPhone

\$7999

no commitment

Includes \$30 Airtime and SIM card on select plans

SAVE \$29.99 on accessories when you bundle \$1.4997

Includes phone, Bluetooth headset, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



VGA Camera



GoPhone

Samsung A137 GoPhone

\$2999

no commitment

Includes \$15 Airtime and SIM card on select plans

Bundled with essential accessories

\$8997

Includes phone, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



Mobile Web



GoPhone

Samsung A167 GoPhone

no commitment

Includes \$30 Airtime and SIM card on select plans

Bundled with essential accessories

Includes phone, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



VGA Camera



GoPhone

Rated for Hearing Aids: M3, T3

Samsung A177 GoPhone

\$7999

no commitment

Includes \$30 Airtime and SIM card on select plans

SAVE \$29.99 on accessories when you bundle

Includes phone, Bluetooth headset, car charger and carrying case



Advanced Features



Mobile Email, Texting and IM



VGA Camera



Lenovo® S10

\$14999

\$249.99 With 2-year contract Mail-in rebate AT&T -\$100.00 Promotion Card*

\$149.99 After mail-in rebate

*Minimum \$35 a month DataConnect plan required

\$499.99 no commitment

Advanced Features



Nation's Fastest 3G Network



Access to over 20,000 AT&T Wi-Fi Hotpots



Microsoft Office (60 Day Trial Version)

Ultra portable; weighs less than 3lbs

1GB RAM,160GB storage & 1.60GHz processor

10.1" Backlit Display

Microsoft XP Home

STANDARD NATIONAL

DellTM Mini 10

\$19999

\$299.99 With 2-year contract Mail-in rebate AT&T -\$100.00 Promotion Card*

\$199.99 After mail-in rebate

*Minimum \$35 a month DataConnect plan required

\$499.99 no commitment

Advanced Features



Nation's Fastest 3G Network



Access to over 20,000 AT&T Wi-Fi Hotpots



Microsoft Works Included

Ultra portable; weighs less than 3lbs

1GB RAM,160GB storage & 1.33GHz processor

10.1" Display

Microsoft XP Home

STANDARD NATIONAL

Acer® Aspire One

\$19999

\$299.99 With 2-year contract Mail-in rebate AT&T -\$100.00 Promotion Card*

\$199.99 After mail-in rebate

*Minimum \$35 a month DataConnect plan required

\$499.99 no commitment

Advanced Features



Nation's Fastest 3G Network



Access to over 20,000 AT&T Wi-Fi Hotpots



Microsoft Office Home & Student Edition 60 Day Trial Version



Bluetooth



1GB RAM,160GB storage & 1.60GHz processor



10.1" Backlit Display



Microsoft Windows 7 (Starter)

STANDARD NATIONAL

HP® Mini 110

\$19999

\$299.99 With 2-year contract Mail-in rebate AT&T -\$100.00 Promotion Card*

\$199.99 After mail-in rebate

*Minimum \$35 a month DataConnect plan required

\$499.99 no commitment

Advanced Features



Nation's Fastest 3G Network



Access to over 20,000 AT&T Wi-Fi Hotpots



Microsoft Works included



Near full keyboard size



1GB RAM,160GB storage & 1.33GHz processor



10.1" Display



Microsoft Windows 7 (Starter)

STANDARD NATIONAL

Samsung GOTM

\$19999

\$299.99 With 2-year contract Mail-in rebate AT&T -\$100.00 Promotion Card*

\$199.99 After mail-in rebate

*Minimum \$35 a month DataConnect plan required

\$499.99 no commitment

Advanced Features



Nation's Fastest 3G Network



Access to over 20,000 AT&T Wi-Fi Hotpots



Microsoft Office Home & Student Edition (60 Day Trial Version)



Extended battery life



1GB RAM,160GB storage & 1.60GHz processor



10.1" Backlit Display



Microsoft Windows 7 (Starter)

STANDARD NATIONAL

Terms of Service



Table of Contents

1	Terms of Service
1	Service Commitment / Early Termination Fee
1 1 2 3	30-Day Cancellation Period / Termination
3	Charges and Disputes
3-4	Purchases and Authority to Use
4	Location-Based Services
4 5 5	AT&T 411 Info
5	Unauthorized Charges to Your Phone (California Customers Only)
5-6	Unlimited Voice Services
6	Off-Net Usage
6-8	Billing and Payment
8	If Your Phone is Lost or Stolen
8	Dishonored Checks and Other Instruments
9	Changes to Terms and Rates
9-10	Contingent Benefits
10	Device
10-11	Advance Payments and/or Deposits
11	Late Payment Charges
11-13	Service Limitations / Limitation of Liability
13	Account Access
13	Voicemail Service
14	Dispute Resolution by Binding Arbitration
14-18	Arbitration Agreement
19	Miscellaneous

Terms of Service

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. If you decide to terminate because you object to the terms of this Agreement, return any handsets or accessories in accordance with the Cancellation Period/Termination provision below AND, in order to have any restocking fee returned, send a letter as described in the Cancellation Period/Termination provision within 15 days.

SERVICE COMMITMENT / EARLY TERMINATION FEE

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). For service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based.

AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

CANCELLATION PERIOD / TERMINATION

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of activating the service. You may have to return any handsets and accessories purchased with this Agreement. If you are terminating your service because you do not wish to accept this Agreement, any restocking fee associated with your handsets will be waived or refunded provided that you send us a letter that is postmarked within 15 days of activating service to inform us that you are terminating service because you do not accept the Agreement. Please include your name, address, and wireless number with any such letter and send that letter to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

CHARGES AND DISPUTES

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, 1025 LENOX PARK., ATLANTA, GA 30319 ("AT&T'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

บาง ระบาสมรัฐ การัฐสร้างและ และ โดยด้วย ค่อย ค.ศ. ค.ศ. การ ว่าที่ โดย ประสาท ระบาส การราช ค.ศ. ค.ศ. ค.ศ. ค.ศ.

PURCHASES AND AUTHORITY TO USE

Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you

사 가지 않는 그는 그들이 그 한 사람들이 하게 하는 것을 하는 것이 되어 되었다. 그는 사람들이 가지 않는 것이 되었다.

will be billed according to your data plan, you will be billed at the standard per kilobyte charge for the mobile content transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other Devices containing a SIM assigned to your account ("Devices"). Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those Devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill; 2) to give consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content and Service including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

LOCATION-BASED SERVICES

Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services at your request or the request of a user on your account, offered by AT&T or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

AT&T-411 INFO Like (Separation realism state in the control of the

In some cases our directory assistance service (411) will use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details about our use and protection of your personal information.

UNAUTHORIZED CHARGES TO YOUR PHONE (CALIFORNIA CUSTOMERS ONLY)

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You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. (See section "IF YOUR PHONE IS LOST OR STOLEN.") If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

UNLIMITED VOICE SERVICES

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION

5

connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

OFF-NET USAGE

if your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

BILLING AND PAYMENT

Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Device. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, **GONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION**

AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION, NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers or on networks acquired by AT&T after August 31, 2004, may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. AT&T will take into account the information provided by **CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION**

the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

IF YOUR PHONE IS LOST OR STOLEN

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone.") Once you report to us that the Device is lost or stolen you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at wireless.att.com. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

DISHONORED CHECKS AND OTHER INSTRUMENTS

We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

CONTINGENT BENEFITS

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement, and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION

with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or that rate plan. You may receive Benefits because of your agreement to have the charges for your service, billed ("Joint Billing") by a landline company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

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DEVICE

Your Device must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's system ("Equipment"). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Device on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

ADVANCE PAYMENTS AND/OR DEPOSITS

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit

become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

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LATE PAYMENT CHARGES

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see http://www.nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

SERVICE LIMITATIONS and LIMITATION OF LIABILITY

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Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit and AT&T, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data func-

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tions while roaming internationally, dial 1-916-843-4685. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. For more information and for a list of currently available countries and carriers go to att.com/wirelessinternational. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges. when powered "on" outside the United States, Puerto Rico and USVI. AT&T may send "alerts" via SMS or email to notify you of data usage. These are courtesy alerts. There is no quarantee you will receive them. They are not a guarantee of a particular bill limit. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUIT-ABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbi-CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION

tration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

VOICEMAIL SERVICE

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

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DISPUTE RESOLUTION BY BINDING ARBITRATION Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

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In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

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ARBITRATION AGREEMENT

(1) AT&T and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: **CANFIDENTIALITY REQUESTED** -- **PUBLIC REDACTED VERSION**

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at http://att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION

requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
 - pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

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(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

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- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

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MISCELLANEOUS

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Connecticut Customers/Questions About Your Service

If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone, or visit att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit att.com. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: www.state.ct.us/dpuc; Phone: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customers

If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 1-787-756-0804 or 1-866-578-5500; Online: www.jrtpr.gobierno.pr

Lifeline Services

As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463.

For tips on how to protect against fraud, please visit the CPUC's website at, www.CalPhoneInfo.com.

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AARON TEST2

My Service

Wireless Number: 404-434-6860

Rate Plan: NATION 450 ROLL PROMO UNL M2M 5K N&W

Rate Plan Charge:* \$39.99

Term of Service: 24 months

Anytime/Daytime Minutes: 450

5000 Night/Weekend Minutes:

Mobile to Mobile Minutes: Unlimited

Upgrade/One Time Fee: \$18.00

0 My Plan Details

ROLLOVER MINUTES Included

- Unused, accumulated Anytime Minutes that carry over from month to month.
- Start accumulating after your first full billing period; expire after 12 rolling bill periods.
- · Oldest Rollover Minutes are used first. Not transferable or redeemable for cash or credit.
- · If you change rate plans, any accumulated Rollover Minutes in excess of the new plan's number of monthly anytime minutes will expire upon such change.

MOBILE TO MOBILE MINUTES

Included

- · Calls made to and from other AT&T customers in your mobile to mobile calling area do not count against Anytime Minutes
- · Minutes do not rollover (exceptions may apply)

NIGHTS AND WEEKEND MINUTES

Included

- · For use in your calling plan area only
- · Mon. Fri. 9pm to 6am
- · Sat. and Sun. 24 hours a day through 6am Mon.
- · Minutes do not count against Anytime Minutes

450 ANYTIME MINUTES Included LONG DISTANCE Included OTHER FEATURES Included

· To review additional features on your plan please visit att.com/wireless for details

Using My Phone

Phone Model:

To learn more about using your phone, go to: att.com/DeviceSupport.

Using My Voicemail

Set Up Mailbox/Check Messages

PRESS and HOLD 11 to dial your voicemail and follow the prompts.

Check Messages From Another Phone

- 1. Dial your 10-digit wireless phone number.
- When the greeting begins, PRESS
- Enter your password and follow the prompts.

Forgot Your Password?

Dial 611 and follow the prompts to reset.

To learn more about using your voicemail, go to: att.com/WirelessVoicemail.

Services

Check usage or balance via a FREE text message.

DIAL: * M I N # (SEND) (*646#)

DIAL: * B A L # SEND (*225#)

Check data usage via a FREE text message.

DIAL: * D A T A # (SEND) (*3282#)

FREE instant access to our automated bill pay system.

DIAL: * P A Y (SEND) (*729)

See att.com/StarServices for:

- TXT-2-PAY: A monthly text message reminder of your bill — and you can pay just by replying.
- · Limits regarding *MIN#.

Contact Us

att.com/wireless Web:

Wireless Phone:

1-800-331-0500 Landline: 770-222-1001 Store Phone:

Store Manager: MARCIE APPLEBEE

Generated on: 05/06/2008

^{*}Additional charges apply. See page 2 for details.

S Understanding My Next Bill

Your next bill may be higher than expected! The bill may include:

- · Upgrade fee.
- · Prorated charges and fees for the month when you made the change.
- One month's service billed in advance.

The sample bill is not part of your contract.

Start Of Billing Cycle: 29th of the month

orated narge	Monthly	Total
	Charge	Charge
	39.99	39.99
		39.99

Total Monthly Service Charge		\$39.99	
Usage, Additional Minutes, Roaming, Directory Assistance (411) and Long Distance Charges		BASED ON ACTUAL USAGE	
Credits, Adjustments & Other Charges*			
Upgrade/One Time Fee	18.00	18.00	
Activation Fee	-		
Regulatory Cost Recovery Charge	.89	.89	
Federal Universal Service Fund	1.76	1.76	
State Universal Service Fund			
Other AT&T Surcharges			
Total Credits, Adjustments & Other Charges		\$20.65	
Government Fees & Taxes			
State and Local Tax	4.64	4.64	
911 Fee	1.50	1.50	
Total Government Fees & Taxes**		\$6.14	
Total Charges: (EST	(IMATED)	\$66.78	

Standard Charges

Additional Minute	s: 45	¢/min.
411:	\$1.79/call +	Airtime
Text Messages:*	20¢ (25¢/50¢ Intl	.)/msg.
Multimedia Messa	ges:* 30¢ p	er msg
MEdia Net:	1¢	per KB

*Charged for messages sent and received.

Airtime Minutes Apply To:

- Toll-free numbers (800, 866, etc.)
- · Incoming, outgoing and long distance calls
- Voicemail

Mobile to Mobile Minutes

Apply when dialing from your calling area.

Roaming Charges

If your rate plan does not include roaming, you will be billed 89¢/min. for calls made or received outside of the plan's coverage area.

Our Policies

30-Day Equipment Return Policy

- AT&T Stores: All returns/exchanges must be like new, with all original packaging, accessories, manuals and proof of purchase. Otherwise, a restocking fee of \$25 (voice devices) or \$50 (data devices) is charged. See our complete policy at: att.com/ReturnPolicy.
- Other locations: See the specific location's return policy.

30-Day Service Cancellation Policy

- · Payment required for services used.
- Activation/Upgrade fee not refundable after 3 days of purchase (excluding national holidays).
- See our complete policy at: att.com/ReturnPolicy.

One-Year Manufacturer's Warranty

For repairs or replacement of your wireless phone with original proof of purchase, call 1-800-801-1101 or go to att.com/wireless.

*AT&T imposes a Regulatory Cost Recovery Charge of up to a \$1.25 to help defray costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges and surcharges for government assessments on AT&T. These are not taxes or government required charges. **The estimates above are based on the highest tax/fee/surcharge rates assessed in your state; actual charges may vary. For actual state percentages, visit att.com/AdditionalCharges. To prevent unauthorized charges, notify AT&T immediately if your phone is lost or stolen. Your rate plan brochure/contract controls if inconsistent with this document. ©2008 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

Wireless Service Agreement

Wireless Number:

404-434-6860

Account Number:

08797493-001-05

The Wireless Service Agreement consists of:

- 1. This Customer Service Summary.
- 2. The Terms of Service.
- 3. The rate plan and applicable feature terms.

Early Termination Fee

If I terminate this Agreement before expiration of my Service Commitment, I will pay AT&T an Early Termination Fee of \$175 for each wireless telephone number associated with the service.

Guaranty

If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

Contract Provisions

This Agreement incorporates and includes by reference AT&T's current services Terms and Conditions Booklet #FMSTCT008070114E including its binding arbitration clause. This Agreement also incorporates and includes by reference the versions of the following AT&T brochures that are effective as of the date of this Agreement: i. AT&T's Rate Plan Brochure describing the services listed above under "Monthly Plan;" and, ii. AT&T's Features Brochure(s) describing the service feature(s) listed above under "Other Services." I acknowledge that the Terms and Conditions Booklet, the Rate Plan Brochure and the Features Brochure(s) were separately provided to me at the time I signed this Agreement.

Door-To-Door Sale

IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

Service/Coverage Limitations

Service is not available at all times in all places. Coverage maps are available at att.com/wireless and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept AT&T's service with these limitations.

30-Day Cancellation Policy

I may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. I will pay for service fees and charges incurred through the termination date, but AT&T will refund my activation fee, if any, if I terminate within three (3) days of activating the service. Also, I may have to return any handsets and accessories purchased with this Agreement. If I terminate after the 30th day but before expiration of the Agreement's Service Commitment, I will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service.

Mobile Content

I understand that wireless devices can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or others ("Mobile Content"). I understand that I am responsible for all charges associated with such purchases from any device assigned to my account (including devices assigned to minors), that these charges will appear on my bill, and that such purchases can be restricted by use of parental controls or similar features.

Wireless Phone Insurance

Your device may be eligible for Phone Insurance. You have 30 days from your date of activation or upgrade to add this feature.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS SEPARATE TERMS OF SERVICE, RATE PLAN BROCHURE AND FEATURES BROCHURE(S) (including but not limited to, their Changes to Terms and Rates, Limitation of Liability and Arbitration provisions).

1

My Service Details

Agreement Start Date:

05/06/08

Deposit Amount:

\$0

Dealer/Sales Code:

60479

IMEI:

22222222229899

SIM:

89014103100339865213

Signing My Agreement

You will sign this agreement electronically.

- 1. If you do not sign using a signature capture device, dial *862 from your phone or 1-866-895-1092.
- 2. Listen and follow the prompts.
- 3. Upon completion, your phone will be activated. If electronic signature is not available, please sign below:

Signature_

Exhibit 3

In Store Signature Capture Device for Acknowledgment of Contract Terms



Screen reads: "I agree to the Customer Service Summary (CSS), Terms of Service, Rate Plan and feature brochure for the service described in the CSS, all which were presented to me prior to my signing. If buying an iPhone, I agree that use of the iPhone acts as an acceptance to Apple and third party terms and conditions included with the iPhone."



Exhibit 4

Scripts and Customer Care Materials







Exhibit 5

Sample Bill with ETF



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How To Contact Us:

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hurd of Hearing Customers (TTY/TDD) 1-866-241-6567

Wireless Number

Billing Cycle Date:	12/28/09 - 01/	Z // LU
Account Number:		1
Bill Reprint		
Previous Balance		105.28
Payment Posted		0.00
PAST DUE BALANCE Payable Immediately		105.28
Monthly Service Charges		0.00
Usage Charges	,	28.25
Credits/Adjustments/Oth Government Fees & Taxo		180.00 0.19
TOTAL CURRENT CH		208.44
Due Feb 22, 2010 Late fees assessed after F	eb 27	

1 of 3

This bill reflects charges that do not appear on the previous statement.

This Bill Includes A Past Due Balance

Page:

If payment has already been made, thank you, please disregard. If not, payment must be made immediately. Please send your payment, including current charges, in the enclosed envelope. You may also pay 24 hours a day, by major credit card or electronic check at 1-800-331-0500, or att.com/MyWireless. If your service in suspended, a reconnection fee will apply. If you have questions regarding your account, contact us at 1-800-947-5096.

	Return the portion below with payment only to AT&T Mobility.
3201 Quuli Springs Phwy M200 Oklahoma City, OK 731,14-2621	Account Number: \$313.72 Total Amount Due: \$313.72 Amount Paid:
The control of the co	Yes, enroll me in AutoPay Signature required on reverse
Harbaddardlardlardlardaldardlardlardlard	Please Mail Check Payable To:

AT&T MOBILITY
PO BOX 537104
ATLANTA, GA 30353-7104

922005**1204697**4026000000000008084400000031372008

*** ** ** **

2/3

Billing Cycle Date: Account Number: Bill Reprint

2 of 3 12/28/09 01/27/10

General Information

- Late fee: Accounts with former AT&T Wireless plans are charged 1.5% or less of the balance unpaid as of your next bill period. Accounts with Cingular/new AT&T plans are charged \$5 if unpaid as of the next bill period. Accounts with former AT&T Wireless and Cingular/new AT&T plans incur the lesser of these charges.
- Notations made on checks or accompanying materials are not effective.
- Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, 3201 Quail Springs Pkwy., STE 200, OKLAHOMA CITY, OK 73134
- Calls to Customer Service may be monitored to ensure high quality service.
- Questions on accessibility by persons with disabilities: 1-866-241-6568
- AT&T Mobility Tax ID # 84-1659970
- AT&T surcharges include: Regulatory Cost Recovery Charge to recover costs to comply with government assessments and regulations; Universal Service Charges; and gross receipts charges. They are not taxes and are subject to change.

Electronic Check Conversion

When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from the bank. You agree to pay a fee of up to \$30 if your check is returned unpaid. Returned checks may be represented electronically.

Single Payment Agreement (for kiosk payment)

I authorize AT&T to pay may bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to \$30.

AutoPay Enrollment:

If I enroll in AutoPay, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at att.com/MyWireless, 1-800-331-0500, or 611 from my cell phone. If my bank rejects a payment, I agree to pay a return fee of up to \$30.

Bank Accou	JOHN HONING	Signa	ture
------------	-------------	-------	------

Date

Other Payment Options:

All payment options below can be paid through your bank account, debit card, and credit card.

- Pay using your wireless phone for free. Dial *PAY (*729), then hit send.
- Pay Online. Logon to Manage My Wireless Account at att.com/MyWireless. First time users must register.
 - Make a one time payment under 'Account Overview'; choose 'Make a Payment' · Blon up for Papertess Wattno under 'Bill & Payments' at no additional charge
- · Pay by mail using this rematarios stub and a check or money order. It may take up to 7-10 days to post.
- Dial 1-800-331 0800 and pay from any phone.
 An Administrative Fee may apply.

1111

Page: Billing Cycle Date: Account Number: Bill Reprint

3 of 3 12/28/09 - 01/27/10

11:14:32 a.m.

Prior Activity	
Previous Balance	105.28
TOTAL PAST DUE BALANCE	\$105.28

Account Charges	
Credits, Adjustments & Other Charges	
Late Payment Charge	5.00
ACCOUNT CREDITS, ADJUSTMENTS & OTHER CHARGES	\$5,00

Wireless Line Summary For:	
User Name:	
Usage Charges (See Usage Charge Dotalls)	
(See Usage Charge Details) TOTAL USAGE CHARGES	\$28.2
Credits, Adjustments & Other Charges	
Contract Termination Pec	175.00
TOTAL CREDITS, ADJUSTMENTS & OTHER O	CHARGES \$175.0
Government Fces & Taxes	
N I State Telecom 148	0.19
TOTAL GOVERNMENT FEES & TAXES	\$0.1
TOVAL AMOUNT DUE	eller er bilder bericht beiter sien.

Usage Charge Details	_				
User Name:				<u> </u>	
	Msg/Min/				
	KB/MB	Msg/Min/	Msg/Min/		
Summary of	Included	KB/MB	KB/MB	Billed	Total
Wireless Data	In Plan	Used	Billed	Rate	Charge
Text Msg Pay Per Use	·				
- Text Messaging Incoming		3	3	\$0.20/Msg	0.60
- Text Messaging (hit		11	11	\$0.20/Msg	2.20
DataConnect_5GB					
- GPRS	5,120	5,629	509	\$0.05/ 1 MB*	25.45
- *Data usage that entered 0,130 M43 is billed	in 1MB increments. Th	e cost of each increme	ent is \$0.05.		
TOTAL USAGE CHARGES					\$28.25

Add a Line with Family Talk from AT&T

Cict a two-line l'amily Talk (R) plan for just \$69.99/month and add up to three additional lines for only \$9.99 each.
To sign up call BOO 909-7011 or visit ATT.COM/ADDALINE

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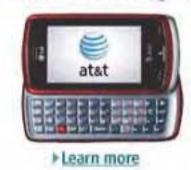
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- T-Mobile
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- Sprint
- All phones



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- Antennas
- Batteries, Chargers
- Cases & Clips
- All accessories



- Sony Ericsson



Unlocked Phones

- Nokia, Motorola
- Samsung, LG
- Palm, BlackBerry
- All unlocked phones



Prepaid Phones

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- Kajeet
- NET10
- T-Mobile To Go
- TracFone
- Virgin Mobile



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- Data Cards
- Netbooks with Service
- All mobile broadband

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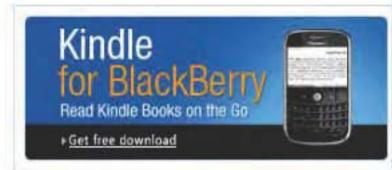
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Check out the great deals on upgrades at AmazonWireless--Amazon.com's new cell phone store. Save on devices like the LG Xenon GR500, or check out other bestsellers from brands like Samsung, BlackBerry, and more,

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Cell Phones & Service: Cell Phones with Service

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1. BlackBerry Bold 9700 Phone (AT&T) BlackBerry 5499.99 \$0.01



Motorola DROID A855 Android Phone (Verizon... Motorola \$499.99 \$99.99

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See larger image and other views (with zoom)



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BlackBerry Bold 9700 Phone (AT&T)

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**** (16 customer reviews) | See more about this phone

List Price: \$499.99

Price: \$0.01 (with new service plan)

You Save: \$499,98 (100%)

More Options: Buy without a service plan

Availability: In Stock, Ships from and sold by

Amazon.com.

Requirements: This phone can only be used with a

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Includes Amazon.com Instant Discount

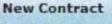
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PLAN

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Purchase a new AT&T device and receive an activation-fee credit for up to \$36 for each qualifying line of service activated on an upgrade or new two-year individual or family plan account purchased from Amazon.com between 12:00 a.m. Pacific time February 09, 2010, through 11:59 p.m. Pacific time on February 20, 2010. This offer is sponsored by AT&T and is valid in the United States and Puerto Rico, Activation-fee credit will appear on your bill and may take several billing cycles to appear. Standard early cancellation fee and other up-front and monthly charges and fees may apply.



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Select this phone

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Upgrade My Phone

(Contract Extension)

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***** (16)

2.

5.



BlackBerry Bold 9000 Phone, Black (AT&T)

**** (92)

3.



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Phone (AT&T)

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6.

4.



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In Stock

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Name Suffix: (example: Jr./Sr./I/II/III) Social Security Number: Date of Birth (mm/dd /yyyy): Driver's License or State ID Number: State Issuing Drivers V License: Drivers License Exp. Date (mm/dd/yyyy):

Employer:

Example Billing Address Information

If the first line of your billing address is...

"1234 NW Cell Phone Hill Drive N, #10"

...then you should enter the address fields as shown below. House Number: 1234 P.O. Boxes and Rural Routes not accepted Street: NW × Drive * NX Cell Phone Hill Prefix Street name Type Postfix 10 Apt. number

NOTE: If your address does not have a directional street prefix, postfix or an apt. number, leave the corresponding fields blank.

Enter Billing Address Information (Why this is safe)

This is the address where your wireless phone bill will be sent.

For security reasons, please ensure this address matches your payment billing address or your order will be delayed.

House Number:			
	P.O. Boxes and Rural Routes not accepted		
Street:		- 1	v _ v
	Prefix Street name	Туре	Postfix
	Apt. number		
City:			
State/Province/Region:	VA 💌		
ZIP:			
Phone Number:			

Verify Terms & Conditions

You must check the box below to accept the terms and conditions.

Ca	Prio	r To	PMC	2. (and	ition	c



AT&T Nation 450 Rollover Minutes

Check box to verify that you are 18 years or older and to accept the terms and conditions of the Two-year Service Plan Contract.

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This policy does not apply to prepaid phones, phones sold without service and Sprint devices.

Sprint Help Numbers

- -Sprint billing summary: dial *4
- -Customer service: call 1-800-Sprint1

AT&T Help Numbers

- -Number Porting: 1-888-898-7685
- -Customer Support: 1-800-331-0500
- -General Billing: 1-800-222-0300

T-Mobile Help Numbers

- -Account Balance: dial #225#
- -Minutes Used: dial #646#
- -Texts Used: dial #674#
- -Customer Service: dial *611 or
- 1-800-937-8997

Verizon Help Numbers

- -Account Balance: dial #225
- -Minutes Used: dial #646
- -Make a Payment: dial #768
- -Customer Service: dial *611 or
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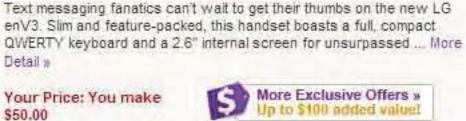
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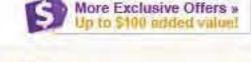


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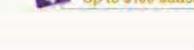
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Samsung Rugby

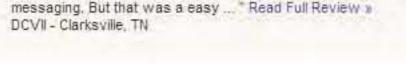
Barbara - Clute, TX

LG Neon

"I bought it for my 12 yr, old son. He loves it Easy to text & download all his favorite ringtones Read Full Review » Sherrie Grim - Warner, OK

HTC Tilt 2

This phone is much better than I could have thought. The signal is great. The only thing I did not like was the Facebook app it came with did not support Instant messaging, But that was a easy ... * Read Full Review » DCVII - Clarksville, TN





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HTC HD2 Windows Mobile smartphone coming to T-Mobile "T-Mobile announced at Mobile World Congress that the HTC HD2 would be available for US customers this spring. Although this

HTC smartphone is running Windows Mobile 6.5 and not the just announced Microsoft Mobile OS Windows Phone 7 Series (It ... * Read More » - February 19, 2010

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"We knew it was coming, the next version of Windows Mobile and it has been announced at Mobile World Congress and it even has a new name. The latest version is Windows Phone 7 Series. Not the catchiest of names, but the new name makes you think

Windows Phone 7 Series: Is it more fun?

.. " Read More x

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Verizon to offer Skype Mobile on 3G smartphones in March "At the Mobile World Congress show in Barcelona, Verizon and Skype announced a new service that would be available for 3G smartphones with a data plan in March. The new product called Skype mobile can be used to make/receive unlimited ... " Read

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\$20 of Data/Messaging Features Are

Required With The Purchase of This Device

 Touch screen Bluetooth 2.0

...

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2.0 Megapixel Camera - for Picture Messaging

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Samsung Impression





Availability: In Stock











Samsung Impression (AT&T) Product Overview

Samsung Impression (AT&T) Detail

The Samsung Impression for AT&T is one of the only phones to feature a 3.2 inches AMOLED touchscreen, which displays brilliant colors and graphics without draining battery life. Messaging and emailing is easy with a full, slide-out QWERTY and the intuitive Touchwiz interface. An built-in accelerometer and vibration feedback makes navigating the touchscreen fast and error-free. The Samsung Impression's other features, including a 3-megapixel camera/camcorder, stereo Bluetooth, and MicroSD memory expansion (up to 16GB) allow for a full multimedia experience. With 3G support and an internal GPS, the Samsung Impression is also capable of supporting AT&T Navigator for turn-by-turn directions. The Samsung Impression is a great choice for anyone looking for a full-featured multimedia phone.

Samsung Impression (AT&T)

- \$20 of Data/Messaging Features Are Required With The Purchase of This Device CONFIDENTIALITY REQUESTED PUBLIC REDACTED VERSION
 - 3G Data Capable
 - Full LITML Province

Cell Phones

Service Plans

Accessories

Netbooks

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Add an AT&T Individual Cell Phone Plan

Coverage Area: Arlington, VA 22204

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or

Add Another Phone

Click here w

New AT&T Account: (a) Individual Plans (b) Family Plans (c) Prepaid Plans

Existing AT&T Account: O Individual Plans O Family Plans O Add Additional Line(s)

Show plans compatible with this phone: Samsung Impression (AT&T) remove phone from cart

Only show me plans where my phone price will be FREE

Service Plan Name

Anytime Minutes

Night/Wknd Minutes

Monthly

Fee

AT&T Nation 900 w/Rollover®

900 Rollover Minutes

Unlimited Night and Weekend Minutes

Unlimited Mobile-to-Mobile Minutes

· Free Long Distance and Free Roaming on the AT&T network! Check if AT&T Coverage is right for you »

For New AT&T Customers. Existing Customers

Click Here

900

450

Unlimited

Unlimited

5000

Unlimited

59.99

39.99

69.99

Add to Cart

Add to Cart

Add to Cart

at&t

Compare

Compare

Compare

AT&T Nation 450 w/Rollover®

450 Rollover Minutes

5000 Night and Weekend Minutes

 Unlimited Mobile-to-Mobile Minutes Free Long Distance and Free Roaming on the

AT&T network!

Check if AT&T Coverage is right for you »

For New AT&T Customers. Existing Customers

Click Here

AT&T Nation Unlimited

 Unlimited Anytime Minutes Unlimited Mobile-to-Mobile Minutes

· Free Long Distance and Free Roaming on the

AT&T network Check if AT&T Coverage is right for you »

For New AT&T Customers, Existing Customers

Click Here

Charges, or a Regulatory Cost Recovery Fee. All fees vary by carrier. See rate plan for specific fee.

"The Carrier you select may impose additional charges on top of this monthly fee, including Federal, State and Local Taxes and Universal Service

Your Cart

Empty Cart

Show Details

FREE

Estimated Equipment

Estimated Monthly Fee

\$0.00

Phone

Samsung Impression (AT&T)

In Stock

- Price Today: FREE

- After Rebates: FREE

Remove Phone Included Accessories

- Lithium-ion battery

- Compact charger

- Quick start guide - User Manual

Promotion(s)

- ValueLock Add/Edit Accessories

Add Another Phone

Currently an AT&T Customer

Great Deals for Existing Customers, Click Here »

Alifbrigged flictation

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Choose the right phone

Pick the best plan

Put your order together

BOTH WAYS 📑

FREE SHIPPING

Click to Call »

Sign up for specials: Email Address

Go

AT&T Cell Phones Sprint Cell Phones

(

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T-Mobile Cell Phones Verizon Wireless Cell Phones

Alltel Cell Phones Centennial Wireless Cell Phones Motorola Cell Phones Cricket Cell Phones

Net10 Cell Phones nTelos Cell Phones Nextel Cell Phones

Tractone Cell Phones

U.S. Cellular Cell Phones

Manufacturers BlackBerry Cell Phones Danger Cell Phones

HTC Cell Phones Kyocera Cell Phones

LG Cell Phones Nokia Cell Phones Palm Cell Phones

Samsung Cell Phones Sony Ericsson Cell Phones UTStarcom Cell Phones

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BizRate.com



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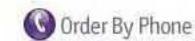
Buyer's Guides

Expert Reviews

User Reviews







SHOPPING CART

ADDRESS

PAYMENT

CARRIER

RECEIPT

Billing and Shipping Address

Continue |

Billing Address Information

Your name and billing address must be entered exactly as they appear on your credit card statement to avoid any delay in the authorization process.

> Prefix: Choose a Title M * First Name : Middle Initial: * Last Name : * Address Line 1 Address Line 2: * City: Arlington * State : VA V * Zip Code: 22204

Shipping Address

Check here if you want to use a different shipping address other than the one you provided as your "Billing Address". You may want to specify a shipping address where you will be available to sign for your package (e.g., a work address). Deliveries are made Monday through Friday, during business hours. We cannot deliver to P.O. Box addresses.

Order Status Notification

* Home Phone : * Daytime Phone: ext. * Email Address ; * Confirm Email Address

Yes, I'd like to receive LetsTalk.com's free email newsletter.

Yes, I'd like to receive SMS /Text Message notifications if my order requires additional information*

* Required Fields

Continue >

Your Order

Edit Cart Review Order

Current Charges To Be Billed By LetsTalk:

Samsung Impression FREE (T&TA) ValueLock FREE Shipping: Standard FREE \$0.00 Tax: FREE Total to be charged:

Service Charges To Be Billed Directly By AT&T:

One Time Service Charges Activation Fee Details:

Activation Fee

\$36.00 Total Monthly Service Charges AT&T Nation 900 \$59.99 w/Rollover® - 2 Year Contract \$0.00

Total

Review Order

Messaging Unlimited

Edit Cart

\$36.00

\$20.00

\$79.99

Returns & Exchange Policies

Return any equipment purchased for full refund with our 7-day Money Back Guarantee or exchange your handset for a new one with our 30-day Satisfaction Guarantee

Shipping Information





Most orders placed by 2PM Central Time ship same day! For orders that include activated service, shipping is contingent upon a timely and successful carrier credit check and activation.

Committed to Privacy



LetsTalk, Inc. is a certified licensee of the TRUSTe® Privacy Seal Program who have reviewed our privacy. statement and practices for compliance.

Proud Member of the Better Business Bureau



LetsTalk.com meets all BBBOnLine participation and Better Business Bureau membership standards and is authorized to display the BBBOnLine trustmark.

Data & Security Compliance



AmbironTrustWave's Trusted CommerceSM service designation indicates that Letstalk protects credit card and order information in accordance with payment card industry best practices.

SSL Certificate Authentication



DigiCert® provides security to DigiCert Inc by encrypting data between its domain and your browser. DigiCert® has verified that DigiCert Inc controls this site/domain











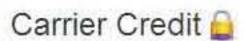








CARRIER



Complete your order by clicking here:

Place Order

Required Information to Activate your Service

* Birthday :	mm /dd /yyyy
*Social Security Number:	
* Identification :	Choose an ID Type
* State Issued :	M
* ID Number:	
* ID Expiration :	Month Year Y

✓ If I don't pass the carrier credit check, help me find a similar offer with another carrier.

Previous Address

Check here if you have lived at your current address for less than 2 years.

Alternate Address to Use for Your Service

Check here only if you want to receive your AT&T monthly service bill at an address other than the one you provided as your "Billing Address". This address cannot be a P.O. Box.

billing Address . This address cannot be a 15.0. box.

Transfer Your Number

Terms and Conditions

Check here if you would like to transfer your number from another wireless provider to AT&T.

□ I have read and acknowledge the Equipment Discount and LetsTalk Terms and Conditions. I understand that deactivating this phone and/or removing or downgrading features or rate plan may lead to additional charges.

LetsTalk.com Terms and Conditions

DEACTIVATING THIS PHONE OR DOWNGRADING FEATURES OR RATE PLAN MAY LEAD
TO ADDITIONAL CHARGES

The following Terms and Conditions govern the relationship between

By placing this order, I authorize the required credit check, and I attach my electronic signature to agree to the following terms and conditions and privacy statements of LetsTalk.com and any service provider(s).

(v06/12/09)

TERMS OF SERVICE

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You"

* Required Fields

Complete your order by clicking here:

Place Order

^

×

Your Order

Review Order

Shipping: Standard

Edit Cart

FREE

Current Charges To Be Billed By LetsTalk:

Samsung Impression (AT&T) FREE ValueLock FREE

Tax: VA \$0.00

Total to be charged: FREE

Service Charges To Be Billed Directly By AT&T:

One Time Service Charges Activation Fee Details:

Activation Fee \$36.00 Total \$36.00

Monthly Service Charges

AT&T Nation 900 \$59.99 w/Rollover® \$0.00 - Messaging Unlimited \$20.00

Review Order

Total

Edit Cart

\$79.99

Returns & Exchange Policies

Return any equipment purchased for full refund with our 7-day Money Back Guarantee or exchange your handset for a new one with our 30-day Satisfaction Guarantee

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Committed to Privacy



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Proud Member of the Better Business Bureau



LetsTalk.com meets all BBBOnLine participation and Better Business Bureau membership standards and is authorized to display the BBBOnLine trustmark.

Data & Security Compliance

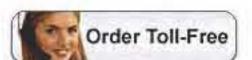


AmbironTrustWave's Trusted CommerceSM service designation indicates that Letstalk protects credit card and order information in accordance with payment card industry best practices

SSL Certificate Authentication



DigiCert® provides security to DigiCert Inc by encrypting data between its domain and your browser. DigiCert® has verified that DigiCert Inc. controls this site/domain.

















(v06/12/09)

TERMS OF SERVICE

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

SERVICE COMMITMENT / EARLY TERMINATION FEE

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). For service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based.

AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

CANCELLATION PERIOD / TERMINATION

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of activating the service. You may have to return any handsets and accessories purchased with this Agreement, and AT&T may charge you a restocking fee. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and

conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

CHARGES AND DISPUTES

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, 1025 LENOX PARK., ATLANTA, GA 30319 ("AT&T'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

PURCHASES AND AUTHORITY TO USE

Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you will be billed according to your data plan, charges will be calculated at your default pay per use rate for the mobile content transport when delivered, generally per kilobyte or per megabyte. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other Devices containing a SIM assigned to your account ("Devices"). Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such

purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those Devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill; 2) to give consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content and Service including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

LOCATION-BASED SERVICES

Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services at your request or the request of a user on your account, offered by AT&T or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like trafficmonitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more. AT&T 411 INFO In some cases our directory assistance service (411) will use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details about our use and protection of your personal information.

UNAUTHORIZED CHARGES TO YOUR PHONE (CALIFORNIA CUSTOMERS ONLY)

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. (See section "IF YOUR PHONE IS LOST OR STOLEN.") If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any

charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

UNLIMITED VOICE SERVICES

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

OFF-NET USAGE

If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

BILLING AND PAYMENT

Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Device. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS. AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA

TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers or on networks acquired by AT&T after August 31, 2004, may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. AT&T will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

IF YOUR PHONE IS LOST OR STOLEN

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone.") Once you report to us that the Device is lost or stolen you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at wireless.att.com. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is

suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

DISHONORED CHECKS AND OTHER INSTRUMENTS

We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

CONTINGENT BENEFITS

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement, and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges,

then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or that rate plan. You may receive Benefits because of your agreement to have the charges for your service, billed ("Joint Billing") by a landline company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

DEVICE

Your Device must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's system ("Equipment"). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Device on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

ADVANCE PAYMENTS AND/OR DEPOSITS

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

LATE PAYMENT CHARGES

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see

http://www.nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

SERVICE LIMITATIONS and LIMITATION OF LIABILITY

Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit and AT&T, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally, dial 1-916-843-4685. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. For more information and for a list of currently available countries and carriers go to att.com/global. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. AT&T may send "alerts" via SMS or email to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless

applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

VOICEMAIL SERVICE

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take

place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement. References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement. (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms. (3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125) for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules

and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at http://att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules. (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will: pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium"). If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award. (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief

and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

MISCELLANEOUS

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Connecticut Customers/Questions About Your Service If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone, or visit att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit att.com. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: www.state.ct.us/dpuc; Phone: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customers If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 1-787-756-0804 or 1-866-578-5500; Online: www.jrtpr.gobierno.pr

Lifeline Services As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463.

For tips on how to protect against fraud, please visit the CPUC's website at, www.CalPhoneInfo.com.

AT&T Terms & Conditions Specific to PlansTerms Applicable to AT&T NationSM GSM Plans: Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term and will be reduced by \$5 for each full month toward your minimum term that you complete. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in likenew condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees.

Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. You may obtain usage information by calling customer service or using one of our automated systems.

Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes.

Activation Fees: \$36 Activation Fee for each new line.

Nights and Weekends: Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at the cell site or switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

Unlimited Voice Services: Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited voice services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialogue between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialogue, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

Off-net Usage: If your voice or messaging service usage (including unlimited services) during any two consecutive months or data service usage (including unlimited services) during any month on other carrier networks ("off-net usage") exceeds your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes, the lesser of 24 MB or 20% of the MB included with your plan or the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. See Wireless Service Agreement for additional conditions and restrictions.

Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill

Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable.

A-List: is available only with Nation plans \$59.99 a month or higher and FamilyTalk plans \$89.99 a month or higher. Nation Plan Subscribers can place calls to up to 5 (and FamilyTalk subscribers can place calls to up to 10) wireline or wireless telephone numbers without being charged for airtime minutes. All qualifying lines on a FamilyTalk account share the same 10 A-List numbers. Only standard domestic landline or wireless numbers may be added. Directory assistance, 900 numbers, customer's own wireless or Voice Mail access numbers, and machine to machine numbers are not eligible. Only voice calling is eligible. A-List number selections may only be managed online via MyWireless Account. Selected telephone numbers do not become active until 24 hours after added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice.

Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included.

Data Plans: An eligible data plan is required for certain devices, including iPhones and other designated Smartphones and PDAs. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using an iPhone or other designated Smartphone or PDA without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee.

Messaging Plans: Quick messaging device owners must subscribe to an eligible messaging plan or combination of eligible messaging and data plans. If it is determined that you are using a Quick Messaging Device without an eligible messaging plan or combination of eligible messaging and data plans, AT&T reserves the right to add an eligible messaging or data plan to your account and bill you the appropriate monthly fee.

Apple iPhone:TM and © 2009 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc. © 2009 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners.

AT&T Terms & Conditions Specific to Features(v06/15/09)

Wireless Data Service Terms and Conditions

I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH WIRELESS DATA SERVICES AND WIRELESS CONTENT.

General Requirements: AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content and applications ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for prescribed purposes and pricing for Data Services is device dependent and based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. Some devices or plans may require you to subscribe to both a voice and a data plan. If AT&T determines that you are not subscribed to the required plan(s), AT&T reserves the right to switch you to the required plan or plans and bill you the appropriate monthly fee. The Services may be subject to credit approval. An activation fee of up to \$36 may apply to each new data line. Compatible data-enabled wireless device required.

Usage/Billing: Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE ("KB") INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KB INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. TRANSPORT IS BILLED EITHER BY THE KB OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its affiliated partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadBandConnect access requires a compatible, eligible 3G device. Unless otherwise specified, overage is billed either by the KB or MB. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and

restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

Voice: If you have a voice-capable device and do not want voice service, you may request voice blocking or select a data plan that restricts voice access and all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you do want voice service, you may select a qualified voice plan or the default rate for voice calls will apply: 40¢ per minute on the AT&T wireless network; 69¢ per minute for domestic roaming off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area.

Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. If your usage of the Services on other carriers' wireless networks ("offnet usage") during any month exceeds your offnet usage allowance, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan and for messaging plans the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands.

International Roaming: See att.com/global or dial 1-866-246-4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States.

Cancellations/Early Termination Fee: An Early Termination Fee of \$175 may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early

Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement.

Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

Information/Content/Applications: Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Thirdparty content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or

other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "autoresponders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans(unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without

limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies.

Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

Changes to the terms and conditions: These terms and conditions may be changed from time-to-time. AT&T will post the most current version of these terms and conditions at att.com/MediaTerms or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.

Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and

Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information.

Intellectual Property: All trademarks, service marks and trade names used on or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners.

II. ADDITIONAL TERMS FOR SPECIFIC WIRELESS DATA SERVICES

TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING:

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or email. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

UNLIMITED MOBILE TO MOBILE MESSAGING:

Includes unlimited text, picture, and video messages between AT&T's wireless customers sent or received while on the AT&T owned wireless network. Instant Messages and any other usage not expressly included herein will be debited from your package's messaging allowance. A subscription to one of the current Message Packages, MEdia Bundles or Max Bundles is required.

DIRECTBILL SERVICE:

DirectBill enables you to bill third party content or services on your wireless bill. Use of the DirectBill service constitutes consent to these terms and conditions. There is no charge for creating an AT&T DirectBill account and DirectBill is available to you automatically as a subscriber. Charges and Payment: You will be charged monthly on your AT&T wireless bill for all transactions entered into during the previous billing period using the DirectBill service. If you authorize others to use your payment information, you are liable for charges they incur. You have full-time access to your transaction history by logging into att.com/db and selecting "Review My Account." You may contest charges and seek refunds for purchases with which you are not satisfied. AT&T reserves the right to restrict the use of the Direct Bill service or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses the DirectBill service. Prepaid/GoPhone customers: Transactions will be debited from your account balance at the time of the transaction. If there are insufficient funds in your account at the time of the transaction, you will not be able to complete your purchase or receive the requested services.

RINGTONES/GRAPHICS/GAMES/COOL TOOLS/ALERTS:

Actual ringtone, graphics, game or Cool Tools may vary based on the handset capabilities. Ringtones, graphics, games, Cool Tools, and alerts may be delivered in multiple messages. Ringtone, graphic, game, and Cool Tool charges are incurred at the stated one-time download rate or subscription rate, plus a kilobyte charge for the content transport when delivered. You will be charged each time you download ringtones, graphics, games, and Cool Tools. Usage charges apply to play multi-user games against other wireless users or the server.

AT&T SOUNDS TONE CLUB:

Your enrollment gives you the option to receive text messages each week on music trivia, news and more. Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones and graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones & graphics are 1 credit. Unused credits expire at the end of each 30 day period. The 30 day period is not necessarily equivalent to a calendar month end or the billing cycle. You may terminate your subscription at any time by texting the word "STOP" to 7225. Any remaining credits will be available for the remainder of your subscription billing cycle. Savings claim based on price of Music Tones. Ringtone and graphics provided by independent providers.

MOBILE EMAIL:

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is

billed by total volume of data sent and received (in kilobytes) in accordance with your MEdia Net service. E-mail attachments can not be sent, downloaded, read, or forwarded on the mobile device. Only a paper clip icon appears indicating an attachment. You must view attachments from your PC. Upgrades to the application may be required in order to continue to use the service. Wireless data usage charges will apply for downloading the application and any upgrades.

CV:

Not available in all areas and not available when off the AT&T-owned network. 3G phone and eligible wireless data plan required. Depending on selected data plan, eligible wireless voice plan may also be required. Unlimited Media Net package or eligible unlimited data plan required for CV. CV is charged at stated monthly subscription rates or at stated pay per view rates. CV provided by a monthly subscription rotates as appropriate for the service and is subject to withdrawal in the provider's sole discretion. CV provided on a pay per use basis can be viewed an unlimited number of times for 24 hours. CV is for individual use only and not for resale. No content may be captured or forwarded. Some CV content may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. All screen images are simulated.

AT&T Wi-Fi SERVICES:

AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy ("Terms") found at https://secure.sbc.com/tosaup.adp. Your use represents your agreement to those Terms, incorporated herein by reference. AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

DATACONNECT PLANS:

DataConnect plans may ONLY be used with AT&T certified LaptopConnect (PC Data) Cards and other devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). On DataConnect Plans with a monthly megabyte (MB) or gigabyte (GB) allowance, once you exceed your monthly allowance you will be automatically charged for overage as specified in the applicable rate plan information (generally per Kb for any data used or a fee for additional MB allowances to be used during the month). All data allowances must be used in the billing period in which the allowance is provided. We may, at our discretion, suspend your account if we believe your data usage is excessive, unusual or is better suited to another rate plan. If you are on a data plan that does not include a monthly MB/GB allowance and additional data usage rates, you agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month; provided that, prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your Service.

PDA/BLACKBERRY PLANS:

PDA/BlackBerry plans may ONLY be used with AT&T-certified RIM BlackBerry devices, and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). Data Services sold for use with AT&T RIM BlackBerry devices, and PDAs may not be used with other devices, including but not limited to, Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

PDA/BLACKBERRY PLANS WITH TETHERING:

PDA/BlackBerry plans with Tethering may ONLY be used with AT&T-certified RIM BlackBerry devices and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). PDA/BlackBerry plans with Tethering may be used to tether such PDA and BlackBerry devices to a Personal Computer. If you are on a data plan that does not include a monthly megabyte allowance and additional data usage rates, the parties agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month. Prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your service.

BLACKBERRY PERSONAL:

Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. May not be used to access corporate email; use with Mail Connector and/or BlackBerry Enterprise Server prohibited.

XPRESS MAIL SERVICE:

Eligible data plan required. Not available with DataConnect plan activation on LaptopConnect card. You may cancel Xpress Mail at any time. You will be billed for all usage up to cancellation of Xpress Mail. Measured usage will be charged as specified in your plan. Xpress Mail leverages point-to-point secure encryption, using the following technologies: AES and SSL. AT&T provides devices that support both AES and SSL. AT&T encrypts and stores your email address and password to enable delivery of your email to your device.

ENTERPRISE EMAIL:

Eligible data plan and device required. Terms may vary depending on selected Enterprise Email solution.

BLACKBERRY CONNECT:

May be used with BlackBerry Enterprise ServerTM for corporate access (behind the firewall) to Microsoft® Exchange and Lotus Domino email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet ServiceTM (BIS) for individual access to up to 10 Internet email accounts including AOL,

Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Mail Connector is not supported.

BLACKBERRY ENTERPRISE AND BLACKBERRY INTERNATIONAL:

May be used with BlackBerry Enterprise ServerTM for corporate access (behind the firewall) to Microsoft Exchange, Lotus Domino and Novell® GroupWise email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Individual access to Microsoft Exchange and Lotus Domino requires Mail Connector software, which can be downloaded from att.com/blackberrystart (BIS setup site). Tethered plan requires AT&T Communication Manager 5.2 or higher and BlackBerry Handheld software 4.1 or higher. BlackBerry International requires a minimum one-year agreement and you must remain on eligible BlackBerry International plan for a minimum one-year term.

GOOD:

Requires compatible Good Server and, with respect to each end user, a compatible Good Client Access License (CAL) for use with an eligible AT&T Good plan. Solution includes software, products and related services provided by Good Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services. In the event you cease to be an employee of your company, or if your company ceases to support your Good Client Access License, you may migrate to another AT&T data plan for which you qualify.

MICROSOFT DIRECT PUSH:

Requires Microsoft Exchange 2003 Server with Service Pack 2 and, with respect to each end user, a compatible device operating on a Windows Mobile 5 platform (with Message Security Feature Pack) and an email account enabled with Direct Push. Plans include end user and IT help desk customer support from AT&T for Windows Mobile 5 and device side ActiveSync issues. AT&T does not sell, supply, install or otherwise support Microsoft software, products or services (including without limitation, Exchange and Direct Push). In the event you cease to be an employee of your company, or if your company ceases to support a compatible Exchange Server, you may migrate to another AT&T data plan for which you qualify.

DATA GLOBAL ADD-ON:

May only be used with eligible AT&T-certified devices. Domestic data usage not included. Qualified domestic wireless data plan required. Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of

participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Eligible wireless voice plan is required. If combined with a wireless voice plan that includes international voice roaming, your international wireless voice roaming in countries included in the Global Data Add-On's Select International Roam Zone will be limited to the participating Canada/international wireless carriers and you will be restricted from voice roaming through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international voice roam zones. Requires minimum one-year agreement and you must remain on an eligible Data Global Add-On, for a minimum one-year term.

DATACONNECT GLOBAL PLANS:

Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any nonparticipating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on an eligible DataConnect Global plan for a minimum one-year term. Voice access is restricted and prohibited.

DATACONNECT NORTH AMERICA PLAN:

Available countries, coverage and participating international wireless carriers included in the "Select Canada/Mexico Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico. See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. Under this plan, you will be restricted from accessing Service through any non-participating Canada/Mexico wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on eligible DataConnect North America plan for a minimum one-year term. Voice access is restricted and prohibited.

POOLED DATA CONNECT PLANS:

Pooled Data Connect Plans ("Pooled Plans") available only to customers with a qualified AT&T business or government agreement for wireless services ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). Consolidated billing is required. WIN Advantage® may also be required. Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool"). To pool together, each CRU

in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceeds the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage®. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled Data Connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on nonpooling AT&T plans may be included in the same FAN as CRUs on Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a Pool.

5 MB DATA PLAN (TRIAL SERVICE):

Limited time offer. Not available in all areas. Only available with a compatible wireless phone; not available with an iPhone, Blackberry or any other PDA or Smartphone. CV and other data applications not available with this plan. Usage over the initial MB allowance will be charged as an additional MB allowance. All monthly data allowances must be used during the billing cycle in which the allowance was provided. We reserve the right to suspend your data usage or terminate your data plan if your charges appear to be unusual or excessive or cancel the offer.

\$149.99 LetsTalk instant discount

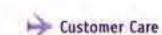
Purchase select AT&T phones from LetsTalk.com or through our customer service department and receive a \$149.99 instant discount when you activate new AT&T service on a service plan of \$49.99 per month or more and agree to a two (2) year service agreement.

Offer Qualifications and Restrictions:

- This instant discount is exclusive to LetsTalk.com and partners and is not available in any stores.
- This instant discount applies only to individual plans or line 1 of a family plan.
- This instant discount requires a new 2 year service agreement.
- Certain other rate plans may not apply.
- Failure to maintain the minimum qualifying service plan for 181 days may subject the purchaser to a \$250. chargeback if such action results in the loss of carrier commissions by LetsTalk.com.

Phones Eligible for this Promotion:

Samsung Impression (AT&T), Samsung Solstice (AT&T), HTC Pure (AT&T), Samsung Mythic (AT&T), Samsung Solstice in Purple (AT&T)
CONFIDENTIALITY REQUESTED -- PUBLIC REDACTED VERSION



Cell Phones Netbooks Wireless Cards Ringtones & More Service Plans Accessories All Cell Phone Plans New Individual Plans New Family Plans Prepaid Plans Add Additional Line(s) Renew Cell Phone Plan

- Site Map
- Contact Us
- How to Place Your Order
- How We Fulfill Your Order
- Privacy Policy
- Shipping & Returns
- Wireless Information
- Terms and Conditions
- FAQ

TRUSTe

Shipping & Returns

We will make every attempt to ship out your order as soon as possible

our warehouse by the next business day. Orders placed after 2:00 p.m. CST or on Sunday and holidays will generally leave our warehouse within 2 business days.

well as a shipment tracking number for your order.

	Time	Towns of the second	View Constitution of the C
		Standard (1-5 business days)	1-5 business days
Accessories	Usually ships same day	2-Day (2 business days)	2-3 business days
	Overnight (1 business day)	1-2 business days	
		Standard (1-5 business days)	1-5 business days
New Phone and Activation	Usually ships next business	2-Day (2 business days)	3-4 business days
day	Overnight (1 business day)	2-3 business days	
		Standard (3-7 business days)	3-7 business days
Any Combination of above items otaling \$50 or	next business	2-Day (2 business days)	3-4 business days
more (pre-tax) day	Overnight (1 business day)	2-3 business days	

your application for new service before your phone can be activated / shipped. Most phone orders are approved, activated and shipped within the same day. In some cases, however, the carrier may delay approval due to circumstances beyond our control. If the carrier requires additional information from you, we will need to reach you immediately. So please make sure your order contains an email address that you check regularly, or you can also opt to be notified via SMS text message if you have an SMS messaging device available to you ** Not available for delivery to Hawaii or Alaska Please note: Saturday delivery is not available. We do not ship to P.O./A.P.O/F.P.O Box addresses

your order ships it will take 1 to 5 business days to arrive depending on which shipping method you selected and your shipping address.

Tracking Your Shipment After you successfully place your order and have received an e-mail confirmation of shipment, you can track its status on our website by using the order number provided on your order confirmation email or via the shipper websites below:

Please note that your item must ship before you can track it. Your package may not be visible within the shipper's tracking system until several hours after the product leaves our warehouse. Lets Talk.com Guarantees

1-800-GO-FEDEX (1-800-463-3339)

15 Days Money Back Guarantee If you are not satisfied with any of the products shipped by LetsTalk.com, we'll be

Upon return acceptance, you will receive email notification. Customers returning phones with activated service will then be instructed to contact any carrier/service provider(s)

directly to cancel service(s). Usage and other fees may be charged by the service

provider. See Service Plan Cancellation, below, for more details. 30 Days Satisfaction Guarantee

If you are not satisfied with any of the products you received, and wish to exchange one for another, you must request an RMA via our Self Service Return process (accessible

receive your shipment (or before using 60 minutes of talk time, whichever is reached first). After 30 days, products are supported directly by the manufacturer warranty. Please click here for a list of manufacturer's contact information.

caused by the customer, an email notification will be sent and item(s) will be shipped back at the customer's expense. No return credit will be provided.

To receive a credit for the return of a device or accessory, merchandise must be in like-new condition with no visible damage or wear. If damage is found to have been

Exchanges/Returns Non-physical products (such as downloadable applications & content and gift certificates) cannot be returned or exchanged.

Our 30-day Satisfaction Guarantee and our 15-day Money Back Guarantee allow you to

- For Exchange Orders ONLY, call Customer Service at 1-888-848-4792 or email us and submit a request to obtain a Return Merchandise Authorization (RMA). Be sure to reference your name and order ID number.
- page. Click the link to generate a postage-paid UPS return label. 4. Print out the label and affix to your box. Be sure that all original items are included
- /dropoff?loc=en_US) and bring in your return box --with the paid return label affixed. You will be able to track your package with the tracking number at www.ups.com.

you will receive email notification of shipping information. If there are any issues or problems with your return/exchange, LetsTalk.com will notify you via telephone or email

When you select a service plan in your order, LetsTalk.com initiates the contractual agreement between you and the service provider and activates the equipment for you with that service provider/carrier. If you wish to change or cancel your service plan. contact LetsTalk com immediately at 1 888-848-4792 and we will advise you on how to proceed. Usage and other fees may be charged by the service provider. Please do NOT cancel your service plan directly with the service provider without first contacting our customer service department, otherwise LetsTalk.com may charge you an equipment subsidy recovery fee.

be able to cancel any service agreement on your behalf. You may be required to honor

your contractual obligations if you do not notify your service provider promptly (For a list of service providers, click here). Please see Service Plan Cancellation", above, for further details.

Wrong Item or Quantity Shipped

If we make an error with your order, please notify us right away (within 7 days of receiving your shipment). We will remedy the mistake with the correct product. In the rare circumstance where the product is no longer available, we will help you select an alternative or credit your account. If we sent you more products than you ordered, please notify Customer Service and return the additional quantity. Please notify us within 7 days or you will be billed for the additional quantity at the full retail price, even if you didn't order it.

product with similar features. If you do not want the alternative product, we will gladly give you a refund for your original purchase when we receive the return of your original product. Any product(s) returned must follow our Exchange / Return Policy. Contact Customer Service to proceed

Expected Shipping Times

Orders placed Monday through Saturday by 2:00pm Central Time will generally leave

Once your product(s) has shipped, you will receive a shipping confirmation email as

Shipping Methods

		(1-5 business days)	* 1955/909/41/00/00/2004/#5/6
Accessories	Usually ships same day	2-Day (2 business days)	2-3 business days
	Overnight (1 business day)**	1-2 business days	
		Standard (1-5 business days)	1-5 business days
New Phone and Activation	Usually ships next business day	2-Day (2 business days)	3-4 business days
uay	Overnight (1 business day)	2-3 business days	
AND AN ADDRESS OF		Standard (3-7 business days)	3-7 business days
Any Combination of above items totaling \$50 or	Usually ships next business day	2-Day (2 business days)	3-4 business days
more (pre-tax)	day	Overnight (1 business day)	2-3 business days

When will I get it?

Your order is being sent to our warehouse right now. Most orders are fulfilled and out the door within 2 business days. If you selected an expedited shipping method like Second Day or Overnight, your order will ship within 1 to 2 business days. Business Days are defined as: Monday through Friday and excludes most US holidays. Once

FedEx shipments: UPS shipments: www.fedex.com www.ups.com

1-800-PICK-UPS (1-800-742-5877)

The following guarantees do not apply to virtual or non-physical products (such as prepaid minutes, downloadable applications & content and gift certificates.) California residents: these policies may be different. Click here for details.

happy to refund your payment. To qualify for a refund, you must request a Return Merchandise Authorization (RMA) via our Self Service Return process (accessible from the Order Status page) or contact Customer Service within 15 days* after receiving your

shipment (or before using up 60 minutes of talk time, whichever is reached first). * These return policies may be different for customers in the state of California. Click here for details_

from the Order Status page), or contact Customer Service within 30 days after you

Top -

return any equipment purchased online within the timeframe of the guarantee. To ensure that your return is processed correctly and that you are properly credited, please follow the instructions below. For Return Orders, click on the Request RMA link on the Order Status page and follow the instructions to obtain an RMA (Return Merchandise Authorization).

California residents: these policies may be different. Click here for details.

- Once your return is authorized you will be directed to a link on the Order Status
- with your return. You may be billed for any missing or damaged items. Find a UPS service location that is convenient to you (http://www.ups.com
- Return Processing Time and Notification Once LetsTalk.com has received your returned item(s), we will process your return within 2 business days. You will receive an email notification of any returned credit. If you have requested an exchange, a new shipment confirmation will be sent to you and

Service Plan Cancellation

Complete Carrier Terms & Conditions and LetsTalk.com Terms & Conditions were displayed to you at the time of your LetsTalk.com order (prior to "Order Check-Out"). Top -Shipment Refusal If your shipment arrives at the "ship to" destination and is refused, we will contact you to verify the address and notify you of when a second delivery attempt will be made. If we cannot reach you within one week, your order will be cancelled. However, we will not

Top -Damaged in Shipping If your shipment was damaged in transit, we will gladly send you a replacement. In the unlikely event that an exact replacement is unavailable, we will offer an alternative



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Kyocera Cell Phones

HTC Cell Phones

LG Cell Phones

Nokia Cell Phones

Palm Cell Phones

Rating:

Samsung Cell Phones

Sony Ericsson Cell Phones

UTStarcom Cell Phones

BlackBerry Cell Phones

Carriers

AT&T Cell Phones

Sprint Cell Phones

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Net10 Cell Phones

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Tracfone Cell Phones

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activation. The camer you selected [Alitel, A.L.A.L. Sprint, 1-Mobile, Verizon Wireless, etc.) must approve

LetsTalk.com Terms and Conditions

DEACTIVATING THIS PHONE OR DOWNGRADING FEATURES OR RATE PLAN MAY LEAD TO ADDITIONAL CHARGES

The following Terms and Conditions govern the relationship between you and LetsTalk.com. The LetsTalk.com Terms and Conditions are in addition to and supplement any Service Provider Terms and Conditions (If applicable, they are explained separately below).

I understand and agree to the following terms & conditions:

A. I will accept the following LetsTalk.com Product Guarantees. Note: these guarantees do not apply to virtual products (such as prepaid minutes, downloadable applications & content). Virtual products can't be returned / exchanged.

30 Days Satisfaction Guarantee

That if customer is not satisfied with any of the products shipped by LetsTalk.com and wish to exchange it for another, customer will notify Customer Service within 30 days after customer receives his shipment (or before using 30 minutes of talk time, whichever is reached first). Customer will also contact any service provider(s) directly to cancel service(s). The service provider may charge you for usage and other fees. After 30 days, customer must return the product directly to the manufacturer. Returns to the manufacturer are subject to review and must fall within the warranty limitations of the manufacturer.

15 Day Money Back Guarantee

If customer is not satisfied with any of the products shipped by LetsTalk.com, LetsTalk.com will be happy to refund customer payment. Just be sure to contact LetsTalk.com;s Customer Service within 15 days of receiving shipment, or prior to using 60 minutes of talk time, which ever is reached first. Customer must contact their service provider directly to cancel service(s). The service provider may charge you for usage and other fees.

- B. If I am activating Wireless Service(s) provided through LetsTalk.com, its subsidiaries or affiliates (who is acting as an agent of the Wireless Service(s) Provider with whom I am entering into a Wireless Service(s) contract with), I understand that:
- 1. That in consideration of the purchase of certain wireless equipment from LetsTalk.com, I will agree to maintain the Wireless Service(s) I selected at the time I purchased the wireless equipment for the time frame specified in the Wireless Service Contract.
- 2. That I would be liable to LetsTalk.com, or its assignee, for an equipment subsidy recovery fee of \$250 per line ("equipment recovery fee") if the Wireless Service(s) is discontinued prior to 181 days of continuous service. The equipment subsidy recovery

fee will not be charged if the equipment is returned and accepted by LetsTalk.com within our Guarantee Policy.

Please note that the Equipment Subsidy Recovery Fee is not a penalty but is for liquidated damages LetsTalk.com will incur as a result of such cancellation. These damages may include, but are not limited to loss of compensation and administrative costs associated with such cancellation or changing in Wireless Service(s), Market Changes, Changes in Ownership, Number Ports after activation, and general number changes to Carrier Account.

- 3. That I agree to accept full responsibility and liability for all cellular and wireless equipment purchased by me and all one time and recurring service charges for the Wireless Service(s) activated.
- C. I further agree that in the event litigation becomes necessary to collect any amounts owed by me hereunder, I will be responsible for reasonable attorney's fees, court costs and collection costs of LTC or its assigns.
- D. I understand that any equipment is for retail use only. LetsTalk.com reserves the right to reject orders from resellers or distributors.









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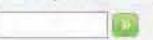
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3. T-Mobile BlackBerry **Curve 8520**

The BlackBerry Curve 8520

has pre-loaded apps, email and social network access.

4. Sprint BlackBerry Curve

The New BlackBerry Curve smartphone from Sprint supports GPS, email.

5. AT&T Samsung Impression

The Samsung Impression touchscreen has 3.2 display, slide-out QWERTY.

6. Verizon Wireless Droid by Motorola

The new Droid by Motorola android phone has touch. keyboard, & free GPS.

7. T-Mobile Samsung Highlight

The red Samsung Highlight touchscreen has customizable menus with social networking.

8. AT&T Samsung Mythic The Samsung Mythic touchscreen phone allows

social networking & IM. 9. Sprint Samsung

Exclaim The dual-sliding Samsung Exclaim messaging phone has text, pictures, email, web.

10. Verizon Wireless LG Chocolate Touch

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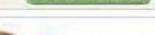
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ACCESSORIES

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First Name: Middle Initial (Optional):			
Last Name:			Please use your full legal name.
Address 1:			Billing address CANNOT be a P.O. Box
Address 2 (Optional):			
City State Zip:	Arlington VA	22204	
Email Address:			
Confirm Email:			
Daytime Phone:		Ext:	Why is a daytime phone or mobile number required?
		Why is a	home phone number required?

Review My Order

FedEx Shipping Information	
Standard - FREE Select Shipping: 2nd Business Day - \$7.99 Next Business Day - \$19.99	FedEx
AT&T must approve your application for service before your phone can activated by 3pm are usually shipped the same day, excluding weeken	

Payment Information W	hy do you need my credit car	dinfo?	
Payment Type:	Select Type	√eriSign*	VISA
Card Number;		Debit Card Paym	ent
Card Expiration:	Month / Year		
Card Verification #.	210210 [027]	Where to find y	our card verification number

AT&T Application Inform	nation Is this information secure? Why is it needed?
service. Your order may be de	in order to complete a credit history check and approve your application for wireless elayed if this information is not accurate. This information is secured by Verisign and credit verification only. We will not use this information for any other purpose. All information Policy.
Are you an exi	sting AT&T customer? O yes No
E	Enter your date of birth: Month Month Day Year View Age Requirement
Enter your s	ocial security number:
Re-Enter your s	ocial security number:
Driver's License #.	
Licensing State:	Select State



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Terms Applicable to AT&T Nation(SM)FamilyTalk(SM) GSM Plans: Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term and will be reduced by \$5 for each full month toward your minimum term that you complete. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees. Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a fullminute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night & Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes, and Rollover® Minutes except that minutes that are part of both a limited and an unlimited package will not be depleted from the limited package. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. You may obtain usage information by calling customer service or using one of our automated systems. Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. Activation Fees: \$36 Activation Fee for each new line. \$26 Activation Fee applies on each additional FamilyTalk line. Nights & Weekends: Nights are 9 p.m. to 6 a.m. Weekends are 9 p.m. Friday to 6 a.m. Monday (based on time of day at the cell site or switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico, and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam, and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico, and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico, and U.S. Virgin Islands. Unlimited Voice Services: Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited voice services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialogue between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialogue, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Offnet Usage: If your voice or messaging service usage (including unlimited services) during any two consecutive months or data service usage (including unlimited services) during any month on other carrier networks ("offnet usage") exceeds your offnet usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the

lesser of 750 minutes or 40% of the Anytime Minutes, the lesser of 24 MB or 20% of the MB included with your plan, or the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. Basic & Enhanced Voicemail: Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to enhanced voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. We reserve the right to change the number of voicemails you can store, the length you can store those messages, and other voicemail features. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See att.com/global for information about using voicemail internationally. FamilyTalk: FamilyTalk may require up to a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. Family Talk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate. Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. A-List: A-List is available only with Nation plans \$59.99 a month or higher and FamilyTalk plans \$89.99 a month or higher. Nation Plan Subscribers can place calls to up to 5 (and FamilyTalk subscribers can place calls to up to 10) wireline or wireless telephone numbers without being charged for airtime minutes. All qualifying lines on a FamilyTalk account share the same 10 A-List numbers. Only standard domestic landline or wireless numbers may be added. Directory assistance, 900 numbers, customer's own wireless or voicemail access numbers, and machine-to-machine numbers are not eligible. Only voice calling is eligible. A-List number selections may only be managed online via myWireless Account. Selected telephone numbers do not become active until 24 hours after being added. AT&T reserves the right to block any A-List number and to reduce the amount of

telephone numbers that can be used for A-List without notice. Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. Messaging Plans: Quick messaging device owners must subscribe to an eligible messaging plan or combination of eligible messaging and data plans. If it is determined that you are using a Quick Messaging Device without an eligible messaging plan or combination of eligible messaging and data plans, AT&T reserves the right to add an eligible messaging or data plan to your account and bill you the appropriate monthly fee. Data Plans: An eligible data plan is required for certain devices, including iPhones and other designated smartphones. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using an iPhone or other designated smartphone without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee. AT&T Viva Mexico ("Mexico Plan") & AT&T Nation/FamilyTalk(SM) with Canada ("Canada Plan"): Certain eligibility requirements apply. Anytime Minutes and Night & Weekend Minutes between Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, or Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan, will be treated for billing purposes as calls to and from your U.S. wireless coverage area. Calls made from or received in Mexico and Canada cannot exceed your monthly offnet usage allowance (the lesser of 750 minutes/mo. or 40% of your Anytime Minutes/mo.) in any two consecutive months. Calls made from or received in Mexico and Canada will not qualify as Mobile to Mobile Minutes. Special rates apply for data usage in Mexico and Canada. International text, instant, picture and video messaging rates apply to messaging from the U.S. to Mexico and Canada and international roaming rates apply when such messages are sent from Mexico and Canada. International Roaming charges apply when using voice and data services outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area, if you subscribe to the Canada Plan. International long distance charges apply when calling to areas outside Mexico and your U.S. wireless coverage area if you subscribe to the Mexico Plan, and Canada and your U.S. wireless coverage area if you subscribe to the Canada Plan. Anytime Minutes are primarily for live dialog between two people. You may not use your service other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. Apple iPhone: TM and © 2010 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc. © 2010 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. Terms Applicable to AT&T Unity(SM) Plans: Eligibility Requirements: AT&T local and wireless combined bill required. For residential customers, qualifying AT&T local plan from AT&T required. For business customers, qualifying AT&T local service plan required. Specific AT&T services that qualify vary by location; see www.att.com or call 1-800-288-2020. Certain business accounts are not eligible for Unity plans. Discounts on any other combined-bill wireless plans will be lost if an AT&T Unity plan is added to your combined bill. If an existing wireless plan is upgraded to an AT&T

Unity plan, all discounts and promotions will be lost when subscribing to that plan. Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term and will be reduced by \$5 for each full month toward your minimum term that you complete. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees. Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night & Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover® Minutes except that minutes that are part of both a limited and an unlimited package will not be depleted from the limited package. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. You may obtain usage information by calling customer service or using one of our automated systems. Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. Activation Fees: \$36 Activation Fee for each new line. Nights & Weekends: Nights are 9 p.m. to 6 a.m. Weekends are 9 p.m. Friday to 6 a.m. Monday (based on time of day at the cell site or switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico, and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam, and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico, and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico, and U.S. Virgin Islands. Unlimited Voice Services: Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited voice services for conference calling or call forwarding exceeds 750 minutes per month, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialogue between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialogue, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Offnet Usage: If your voice or messaging service usage (including unlimited services) during any two consecutive months or data service usage (including unlimited services) during any month on other carrier networks ("offnet usage") exceeds your offnet usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 750 minutes or 40% of the

Anytime Minutes, the lesser of 24 MB or 20% of the MB included with your plan, or the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. Basic & Enhanced Voicemail: Except for Unlimited Voice Plan and upstate New York enhanced voicemail customers, airtime charges apply to all calls to your voicemail service, because the call has been completed even if the caller does not leave a message. For additional terms for Basic & Enhanced Voicemail see att.com/planterms. Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change to non-AT&T Unity plans with Rollover Minutes (including the formation of a FamilyTalk plan) any accumulated Rollover Minutes in excess of your new non-AT&T Unity plan or the primary non-AT&T Unity FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. A-List: A-List is available only with AT&T Unity Individual Plans \$59.99 a month or higher. Subscribers can place wireless calls to up to 5 wireline or wireless telephone numbers without being charged for airtime minutes. Only standard domestic landline or wireless numbers may be added. Directory assistance, 900 numbers, customer's own wireless or voicemail access numbers, and machine-to-machine numbers are not eligible. Only voice calling is eligible. A-List number selections may only be managed online via myWireless Account. Selected telephone numbers do not become active until 24 hours after added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice. AT&T Unity Minutes: AT&T Unity Calling Minutes may be used when directly dialing or receiving calls from any other eligible AT&T landline or wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. AT&T Unity Minutes are not included when checking usage for the current billing period. Messaging Plans: Quick messaging device owners must subscribe to an eligible messaging plan or combination of eligible messaging and data plans. If it is determined that you are using a Quick Messaging Device without an eligible messaging plan or combination of eligible messaging and data plans, AT&T reserves the right to add an eligible messaging or data plan to your account and bill you the appropriate monthly fee. Data Plans: An eligible data plan is required for certain devices, including iPhones and other designated smartphones. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using an iPhone or other designated smartphone without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee. Apple iPhone: TM and © 2010 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc. © 2010 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other

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individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialogue, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Offnet Usage: If your voice or messaging service usage (including unlimited services) during any two consecutive months or data service usage (including unlimited services) during any month on other carrier networks ("offnet usage") exceeds your offnet usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes, the lesser of 24 MB or 20% of the MB included with your plan, or the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. Basic & Enhanced Voicemail: Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to enhanced voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. We reserve the right to change the number of voicemails you can store, the length you can store those messages, and other voicemail features. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See att.com/global for information about using voicemail internationally. FamilyTalk: FamilyTalk may require up to a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. Family Talk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains, it shall be converted to the closest single line rate. Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change to non-AT&T Unity plans with Rollover Minutes (including the formation of a FamilyTalk plan) any accumulated Rollover Minutes in excess of your new non-AT&T Unity plan or the primary non-AT&T Unity FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. A-List: A-List is available only with Unity FamilyTalk plans \$89.99 a month or higher. Unity

FamilyTalk subscribers can place wireless calls to up to 10 wireline or wireless telephone numbers without being charged for airtime minutes. Only standard domestic landline or wireless numbers may be added. Directory assistance, 900 numbers, customer's own wireless or voicemail access numbers, and machine-to-machine numbers are not eligible. Only voice calling is eligible. All qualifying lines on a Unity FamilyTalk account share the same 10 A-List numbers. A-List number selections may only be managed online via myWireless Account. Selected telephone numbers do not become active until 24 hours after added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice. AT&T Unity Minutes: AT&T Unity Calling Minutes may be used when directly dialing or receiving calls from any other eligible AT&T landline or wireless phone number from within your calling area. Calls to AT&T voicemail and return calls from voicemail not included. AT&T Unity Minutes are not included when checking usage for the current billing period. Messaging Plans: Quick messaging device owners must subscribe to an eligible messaging plan or combination of eligible messaging and data plans. If it is determined that you are using a Quick Messaging Device without an eligible messaging plan or combination of eligible messaging and data plans, AT&T reserves the right to add an eligible messaging or data plan to your account and bill you the appropriate monthly fee. Data Plans: An eligible data plan is required for certain devices, including iPhones and other designated smartphones. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using an iPhone or other designated smartphone without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee. Apple iPhone: TM and © 2010 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc. © 2010 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. iPhone Terms and Conditions: Terms Applicable to AT&T Nation/FamilyTalk® GSM Plans: Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term. For service activated on or after May 25, 2008 the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees. iPhone returns will be subject to a 10% restocking fee, except where prohibited. Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night & Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover® Minutes except that minutes that are part of both a limited and an unlimited package will not be depleted from the limited package. Calls placed on networks served by other carriers may take longer to be processed, and billing for these

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primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains it shall be converted to the closest single line rate. Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12-bill-period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. A-List: A-List is available only with Nation plans \$59.99 a month or higher or AT&T FamilyTalk plans \$89.99 a month or higher. Nation Plan subscribers can place calls to up to 5 wireline or wireless telephone numbers without being charged for airtime minutes. FamilyTalk subscribers can place calls to up to 10 wireline or wireless telephone numbers without being charged for airtime minutes. Only standard domestic landline or wireless numbers may be added. Directory assistance, 900 numbers, customer's own wireless or voicemail access numbers, and machine-to-machine numbers are not eligible. Only voice calling is eligible. All qualifying lines on a FamilyTalk account share the same 10 A-List numbers. A-List number selections may only be managed online via myWireless Account. Selected telephone numbers do not become active until 24 hours after being added. AT&T reserves the right to block any A-List number and to reduce the amount of telephone numbers that can be used for A-List without notice. Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T voicemail and return calls from voicemail not included. Terms Applicable to Services/Data Plans: For full details on messaging and data usage see att.com/mediaterms. Certain services will not be available in all areas at all times. See Roadside Assistance welcome letter and/or brochures for full terms and conditions. VoiceDial: See VoiceDial brochure or att.com/voicedial for full details. No discounts available on Unlimited calling plans. Data Plans: An eligible data plan is required for certain devices including iPhone and other designated smartphones. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using iPhone or other designated smartphone without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee. Use of iPhone to access corporate email, company intranet sites, and/or other business applications requires an Enterprise Data Plan for iPhone. For applicable rates, terms and conditions see AT&T Business Plans for iPhone brochure. AT&T Wi-Fi Services: AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services & Acceptable Use Policy ("Terms") found at https://secure.sbc.com/tosaup.adp. Your use represents your agreement to those Terms, incorporated herein by reference. AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply. © 2010 AT&T

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DEACTIVATING THIS PHONE OR DOWNGRADING FEATURES OR RATE PLAN MAY LEAD TO ADDITIONAL CHARGES

Our goal is to provide you with the very best purchasing experience possible, including huge savings vs. buying in a retail store. Your wireless device purchase price was reduced by an Equipment Discount of \$200 (\$300 for PDA's and smart phones; \$300 for Netbooks). By accepting this price reduction, you agree to repay this discount if, during the 181 days after your new equipment is activated, you:

- Fail to pay your balance due to AT&T each month
- Disconnect this AT&T line of service
- Transfer this equipment to another AT&T line of service
- ▶ Change your AT&T service rate plan to a lower monthly service rate
- Deactivate the email/data feature if one was required at the point of purchase
- Transfer/port an existing mobile number from another AT&T account if this is a new line of service
- ▶ Replace an existing account with AT&T with this account if this is a new line
- Return your equipment for a refund or exchange and it is not in its original, new condition or it is not returned within the 30-day return period outlined in our 100% Satisfaction Guarantee.

If you break any of these contract provisions, except as a result of a documented service quality issue related to the carrier service, you authorize us to charge your credit card in repayment of the Equipment Discount.

Dispute Resolution

To the fullest extent permitted by law, you agree to settle all disputes related to the purchase of wireless equipment and/or accessories (except certain small claims exempted by state law) only by arbitration governed by the Federal Arbitration Act in the District of Columbia. You further agree that by entering into this Agreement, we are each waiving the right to a trial by jury and agree to only bring claims in our individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Privacy Policy

You acknowledge that we are collecting your information for our use in accordance with our Privacy Policy (available on this website) which may include submitting it to one or more carriers to fulfill your request for wireless service.

Pricing Errors

Despite our best efforts, a small number of the items offered by us from time to time may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Return Policy

If you have any questions, please see our website for further details or call us at: 888-843-2485



AT&T Terms and Conditions

TERMS OF SERVICE

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

SERVICE COMMITMENT / EARLY TERMINATION FEE Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). For service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based.

AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

CANCELLATION PERIOD / TERMINATION You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of activating the service. You may have to return any handsets and accessories purchased with this Agreement, and AT&T may charge you a restocking fee. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in

an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

CHARGES AND DISPUTES You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, 1025 LENOX PARK., ATLANTA, GA 30319 ("AT&T'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

PURCHASES AND AUTHORITY TO USE Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you will be billed according to your data plan, charges will be calculated at your default pay per use rate for the mobile content transport when delivered, generally per kilobyte or per megabyte. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other Devices containing a SIM assigned to your account ("Devices"). Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those Devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill; 2) to give consent required for those Goods, Content, and Services, including the consent to use that user's location

information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content and Service including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

LOCATION-BASED SERVICES Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services at your request or the request of a user on your account, offered by AT&T or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your

personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

AT&T 411 INFO In some cases our directory assistance service (411) will use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details about our use and protection of your personal information.

UNAUTHORIZED CHARGES TO YOUR PHONE (CALIFORNIA CUSTOMERS ONLY) You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. (See section "IF YOUR PHONE IS LOST OR STOLEN.") If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

UNLIMITED VOICE SERVICES Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference

calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

OFF-NET USAGE If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

BILLING AND PAYMENT Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Device. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers or on networks acquired by

AT&T after August 31, 2004, may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. AT&T will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

IF YOUR PHONE IS LOST OR STOLEN You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone.") Once you report to us that the Device is lost or stolen you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at wireless.att.com. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

DISHONORED CHECKS AND OTHER INSTRUMENTS We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

CONTINGENT BENEFITS You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement, and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or that rate plan. You may receive Benefits because of your agreement to have the charges for your service, billed ("Joint Billing") by a landline company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

DEVICE Your Device must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's system ("Equipment"). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify

the programming to enable the operation of the Device on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

ADVANCE PAYMENTS AND/OR DEPOSITS We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

LATE PAYMENT CHARGES Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see http://www.nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

SERVICE LIMITATIONS and LIMITATION OF LIABILITY Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit and AT&T, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally, dial 1-916-843-4685. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. For more information and for a list of currently available countries and carriers go to att.com/global. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States,

Puerto Rico and USVI. AT&T may send "alerts" via SMS or email to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN

PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

VOICEMAIL SERVICE We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

DISPUTE RESOLUTION BY BINDING ARBITRATION Please read this carefully. It affects your rights.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

ARBITRATION AGREEMENT (1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.
- (3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at http://att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will

be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which

the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

MISCELLANEOUS This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or

conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

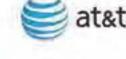
Connecticut Customers/Questions About Your Service If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone, or visit att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit att.com. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: www.state.ct.us/dpuc; Phone: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customers If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 1-787-756-0804 or 1-866-578-5500; Online: www.jrtpr.gobierno.pr

Lifeline Services As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463.

For tips on how to protect against fraud, please visit the CPUC's website at, www.CalPhoneInfo.com.











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Terms of Purchase

Your Rights and Responsibilities

Many of the services we offer at Wirefly require credit approval by the wireless companies we represent. When you activate your service through Wirefly, either online or over the phone, you will be presented with detailed terms and conditions to review.

To help you become a more informed shopper, we have highlighted those terms here so that you may fully understand your rights and responsibilities.

CARRIER TERMS & CONDITIONS

Each wireless carrier rate plan carries unique terms and conditions which include a service commitment (usually 2 years), and an Early Termination Fee which will be charged in the event that you cancel your wireless service before completing your service commitment. These terms vary by carrier, and are presented during the purchase process.

PRIVACY POLICY

You acknowledge that we are collecting your information for our use in accordance with our Privacy Policy which includes submitting it to one or more carriers to fulfill your request for wireless service.

DISPUTE RESOLUTION

To the fullest extent permitted by law, we agree to settle all disputes related to the purchase of wireless equipment and/or accessories (except certain small claims) only by arbitration governed by the Federal Arbitration Act in the District of Columbia. We agree that by entering into this Agreement, we are each waiving the right to a trial

by jury and agree to only bring claims in our individual capacity and not as a plaintiff or class member in any purported class or representative proceeding

INSTANT DISCOUNTS

Wirefly promises you savings in the form of instant discounts with no rebates or gimmicks when you sign up for wireless carrier service. Delivering on this promise means that you must agree to maintain your agreement for a minimum of 6 months after activation. Deactivating your phone, or downgrading features or the rate plan, may lead to additional charges.

When you sign up for wireless carrier service through Wirefly, we discount your phone purchase price by an Equipment Discount amount. ranging from \$200 to \$300. By ordering through Wirefly, you agree to repay this discount if, during the 181 days after your new equipment is activated, if you.

- Fail to pay your balance due to your carrier each month
- Disconnect this line of service
- Transfer this equipment to another line of service
- Change your carrier service rate plan to a lower monthly service rate plan
- Deactivate the email/data feature if one was required at the point of purchase
- Transfer/port an existing phone number from another account if this is a new line of service
- Replace an existing account with this account if this is a new line of service
- Return or exchange your phone and it is not in its original, new condition with no more than 30 minutes of usage

If you break any of these contract provisions, except as a result of a documented service quality issue related to the carrier service, you authorize us to charge your credit card in repayment of the Equipment Discount.

PRICING ERRORS

Despite our best efforts, a small number of the items offered by us from time to time may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.











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Compare Rate Plans

Email Sign Up: Get the latest

deals on the hottest phones.

Trade In/Recycle for Cash

Returns & Exchanges

Wirefly Return and Exchange Policy

Simply put, if you're not satisfied with your cell phone and plan purchase, you can request a refund or exchange. That's the Satisfaction Guarantee from Wirefly. We even pay for return shipping. Just be sure to follow all instructions below and return everything in original condition within the allotted time.

TERMS AND CONDITIONS FOR MERCHANDISE REFUNDS OR EXCHANGES

To exchange your cell phone or wireless device for a different model, you must contact Wirefly's Customer Service department within 14 days of your activation or process date to obtain a Return Authorization (RA) number.

Once we receive your original phone and verify it is in its original, new condition, we will process and ship your replacement phone immediately. To avoid any unnecessary charges and be eligible for a full refund for your original wireless device, you must ensure that we receive your original device in original, new condition with all of the product literature, manufacturer packaging, parts and any promotional items included in your shipment, within 30 days of your activation or process date. If we do not receive your original device within the 30 day period and/or it is not returned in original condition, you will not be eligible for a full refund and may be charged up to a \$300 fee.

If you are not satisfied with your purchase or any other offers available from the wireless service provider, you may request a 100% refund of your purchase price (excluding shipping and processing fees). To be eligible for a refund, you must contact Wirefly's Customer Service department within 14 days of your activation or process

The processing time was fantastic as well as the communication and receipt of my order. Thanks!

AT&T Customer

date to obtain a Return Authorization (RA) number, and you must ensure that we receive your purchase in original, new condition with no more than 30 minutes of usage, and all product literature, manufacturer packaging and parts shipped with your order within 30 days of your activation date.

EQUIPMENT CONDITION

All returned merchandise is subject to review and must be returned in original, new condition including all of the components within the original box. At our discretion, your return may be declined due to cosmetic or internal damage to the device(s), parts, manufacturer packaging/literature, etc., thus resulting in a partial credit, missing/damaged item fee, and/or you may be required to reimburse the \$200 (\$300 for netbooks). equipment discount agreed upon within the Terms & Conditions at the point of purchase. Once equipment is received and processed, it cannot be returned to the customer.

RETURN SHIPPING

A prepaid, self-addressed return shipping label is included with each package. Please refer to the instructions on the back of this sticker to return the package and save your tracking number. We are not responsible for lost products without a signed proof of delivery. Shipping charges are your responsibility should you choose to use a different shipment company.

FEES CHARGED BY YOUR WIRELESS CARRIER

If you signed a contract for a new account with a wireless service provider and do not wish to keep the service, it is your responsibility to contact the carrier to cancel your account--Wirefly cannot do that for you. You should contact the carrier directly regarding any activation fees, monthly usage costs, taxes, and/or early termination fees that may be owed.

Most wireless carriers do not charge termination fees if you cancel a new account within the first 14 days of establishing a new contract; however, if you return a wireless device and do not deactivate your service with your wireless carrier, you may be charged monthly usage costs. taxes, and/or early termination fees as agreed upon within the Terms & Conditions at the point of purchase.

RETURN PROCESSING TIME

Upon receipt of your return package, we will process your returned item(s) within 48 business hours. If your return is accepted, you will receive a credit confirmation via email. If there are any issues or problems with your return, we will notify you via telephone or email. If you meet all the requirements of our return policies, we will refund the equipment purchase price, after any necessary deductions, to the credit/debit card account used for the original transaction. Shipping charges and processing fees are not refundable.

These terms do not apply to Home Services: DISH Network, Protect America, Inc., Front Point Security.











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